

NEGOTIATIONS BETWEEN
THE CITY OF PARMA
AND
OHIO COUNCIL 8, LOCAL 3924 AFSCME, AFL-CIO
POLICE RECORDS CLERKS



TENTATIVE AGREEMENTS

Amend and replace ARTICLE 4 UNION SECURITY

- 4.01 The Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the regular form provided by the Union.
- 4.02 It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.03 Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke union dues authorization, which may only be revoked as set forth below.
- Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereof, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request."
- 4.04 The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 4.05 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection

of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

- 4.06 Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made.

All deductions under Article 4, together with an alphabetical list of names and addresses of all employees whos dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

- 4.07 The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by employee.

The contribution amount shall be designated on the PEOPLE authorization card. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to AFSCME, P.O. Box 65334, Washington D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted.

An employee shall have the right to revoke such PEOPLE authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization at upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit.

All AFSCME PEOPLE contributions shall be made as a deduction separate from the dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall

indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary AFSCME PEOPLE contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 25 – UNION LEAVE

Add Section 3 - Members of the negotiating team shall be allowed time off, without loss of pay and without deduction from any accumulated compensatory time or overtime, for all negotiation sessions which shall be mutually set by the representative of the Union and the City. Such release time shall be limited to no more than six (6) committee employees at any given negotiation session. The Employee seeking release time shall notify the Mayor or his designee in advance, as soon as the need for such release time is known.

Add Section 4 - The President of the Union and/or his designee (in no case to exceed two (2) people) shall receive seventy (70) hours annually for Union Leave provided a notice of at least ten (10) working days prior to the date of such leave is requested in writing. Unused time will not roll-over from year-to-year.

ARTICLE 28 HOLIDAYS

Amend Section 1 to reflect Juneteenth (June 19th) as a paid holiday beginning in 2022. In recognition of Juneteenth in 2021, bargaining unit members shall receive one (1) additional floating holiday (2021 only) which must be used prior to March 31st, 2022.

ARTICLE 29 VACATION

Amend Section 29.04 to read: Any employee who on January 1 of the current calendar year, or on his/her vacation/anniversary date, has at least one-hundred seventy-five (175) hours of vacation leave may elect to work all or part of those vacation hours and receive payment for same at a straight rate of pay.

Vacation leave shall be converted on a last in, first out (LIFO method) considering all vacation used year to date, regardless of which vacation bank the hours originated. The Payroll Department will follow all procedures required by the Ohio Public Employees Retirement System (OPERS) to determine which hours meet the LIFO method. These hours will be considered earnable salary and OPERS pension contributions will be deducted. Any hours not meeting the LIFO method will not be considered earnable salary and pension contributions will not be deducted.

ARTICLE 31 LONGEVITY

Amend Section 31.02 to include: **Longevity to be included in the pay check that the anniversary date falls within.**

ARTICLE 32 INSURANCE

Amend Section 32.03 to read: **The Employer reserves the right to continue to self-insure or utilize an insurance carrier, at it's discretion to provide such coverage. The Union shall be eligible to participate in the Insurance Committee as provided in the collective bargaining agreement between the Employer and I.A.F.F, Local 639.**

ARTICLE 33 – LAYOFFS

Amend 33.04. To read Whenever the City reduces its workforces, the employees will be laid off in the following order based on reverse seniority within job classification and department:...

- a) students;
- b) Seasonal employees;
- c) Part-time employees who have not completed their probationary period;
- d) Part-time employees who have completed their probationary period;
- e) Full-time employees who have not completed their probationary period; and
- f) Full-time employees who have completed their probationary period.

ARTICLE 34 WAGES

All Part Time employees shall be paid a minimum of \$17.00 per hour beginning in 2022 (will not receive the 3% increase for 2022).

Premium Pay of \$1,500.00 (Full-time), \$750 (Part-time)

All bargaining unit employees shall receive the following wage adjustments:

2021 – Three percent (3%) retroactive to January 1, 2021

2022 – Three percent (3%) effective January 1, 2022

2023 – Two and one-quarter percent (2¼ %) effective January 1, 2023

LEADS certified employees shall receive an annual payment of \$1,000 to be paid in the first payroll of December. LEADS/CCH certified employees shall receive a \$1,200 payment in lieu of the \$1,000.

Amend 34.03 to read: . . . The City will provide a clothing allowance of \$500 to each full-time employee by the **31st of January** each year to cover the time frame of January 1st through December 31st of the current year. **Those starting after January 1st each year would receive prorated pay by full month remaining in the year, instead of the full amount. If they start January 15th, they would receive 11 months of prorated payment. . . .**

ARTICLE 36 MISCELLANEOUS

Amend 36.02 to read: The City will make reasonable effort to issue pay checks every other Thursday or Wednesday, if Thursday is a holiday. **Any special or supplemental pays will be paid with the regular paychecks and will be taxed at the supplemental tax rate if required.**

ARTICLE 40 HEAD PAYROLL AND CLERK VACANCIES

Amend Section 40.03 to read: A selected applicant who is not moved to a new position within **thirty (30)** workdays following his/her appointment shall be paid as a temporary transfer under Article 15, section 3. **Employees who are moved into a new position in a training capacity shall receive the rate of pay of the position while in the training capacity.**

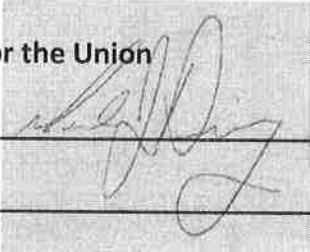
OTHER: The City and the Union agree to jointly petition the State Employee Review Board (SERB) to add Part-Time employees in the Police Records Clerks contract, to the Union.

The City and Union agree to hold a follow-up discussion on flex-time, a four (4) day schedule per week, and/or early start/early leave hours, based on department.

Bonus Vacation will not be added to the compensatory time bank. Federal law states this time should be time worked only. AFSCME can use the current 290 bank (which police use) to bank their bonus vacation.

Tentatively Agreed to between the parties on 11/10/21

For the Union



For the Employer

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF PARMA

and

OHIO COUNCIL 8

and

AFSCME

LOCAL 3924

(Police Record Clerks)

**Effective Upon Ratification
Expires December 31, 2023**

TABLE OF CONTENTS

ARTICLE 1.	<u>PREAMBLE</u>	1
ARTICLE 2.	<u>PURPOSE AND INTENT</u>	1
ARTICLE 3.	<u>RECOGNITION</u>	1
ARTICLE 4.	<u>UNION SECURITY</u>	1
ARTICLE 5.	<u>MANAGEMENT RIGHTS</u>	3
ARTICLE 6.	<u>TOTAL AGREEMENT</u>	4
ARTICLE 7.	<u>LEGISLATIVE APPROVAL</u>	4
ARTICLE 8.	<u>NON-DISCRIMINATION</u>	4
ARTICLE 9.	<u>GENDER AND PLURAL</u>	5
ARTICLE 10.	<u>HEADINGS</u>	5
ARTICLE 11.	<u>OBLIGATION TO NEGOTIATE</u>	5
ARTICLE 12.	<u>CONFORMITY TO LAW</u>	5
ARTICLE 13.	<u>NO STRIKE</u>	6
ARTICLE 14.	<u>EMPLOYEE RIGHTS</u>	6
ARTICLE 15.	<u>UNION REPRESENTATION</u>	7
ARTICLE 16.	<u>GRIEVANCE PROCEDURE</u>	8
ARTICLE 17.	<u>ARBITRATION/MEDIATION PROCEDURE</u>	11
ARTICLE 18.	<u>DISCIPLINE</u>	12
ARTICLE 19.	<u>SICK LEAVE</u>	13
ARTICLE 20.	<u>SICK LEAVE BONUS</u>	14
ARTICLE 21.	<u>DEATH PRIOR TO RETIREMENT</u>	15
ARTICLE 22.	<u>FUNERAL LEAVE</u>	15
ARTICLE 23.	<u>LEAVE OF ABSENCE FOR TEMPORARY MILITARY TRAINING</u>	16
ARTICLE 24.	<u>JURY DUTY</u>	16
ARTICLE 25.	<u>UNION LEAVE</u>	16
ARTICLE 26.	<u>OTHER LEAVES OF ABSENCE</u>	16
ARTICLE 27.	<u>INJURY LEAVE</u>	17
ARTICLE 28.	<u>HOLIDAYS</u>	17
ARTICLE 29.	<u>VACATION</u>	18

ARTICLE 30.	<u>OVERTIME</u>	20
ARTICLE 31.	<u>LONGEVITY</u>	21
ARTICLE 32.	<u>INSURANCE</u>	22
ARTICLE 33.	<u>LAYOFFS</u>	22
ARTICLE 34.	<u>SALARY SCHEDULE AND SUPPLEMENTS</u>	24
ARTICLE 35.	<u>HOURS OF WORK</u>	25
ARTICLE 36.	<u>MISCELLANEOUS</u>	25
ARTICLE 37.	<u>TEMPORARY TRANSFERS</u>	26
ARTICLE 38.	<u>SAFE WORK PRACTICES</u>	26
ARTICLE 39.	<u>SUPERVISORS</u>	27
ARTICLE 40.	<u>HEAD PAYROLL-CLERK VACANCIES</u>	27
ARTICLE 41.	<u>SUB-CONTRACTING</u>	28
ARTICLE 42.	<u>NEW AND CHANGED JOBS</u>	28
ARTICLE 43.	<u>LABOR/MANAGEMENT MEETINGS</u>	29
ARTICLE 44.	<u>MODIFICATION</u>	29
ARTICLE 45.	<u>DRUG-FREE WORKPLACE POLICY</u>	29
ARTICLE 46.	<u>SICK LEAVE DONATION</u>	33
ARTICLE 47.	<u>SAVINGS CLAUSE</u>	33
ARTICLE 48.	<u>DURATION OF AGREEMENT</u>	34
ARTICLE 49.	<u>EXECUTION</u>	34

MEMORANDUM OF UNDERSTANDING:

DUES DEDUCTION AND FAIR SHARE FEE.....	APPENDIX A
WAGE SCHEDULE.....	APPENDIX B
INSURANCE COMMITTEE RULES.....	APPENDIX C

ARTICLE 1. PREAMBLE

1.01. This Agreement is made between the City of Parma (the "City" or "Employer"), and Ohio Council 8 ("Ohio Council 8") and Local 3924 of the American Federation of State, County, and Municipal Employees, AFLCIO (the "Union").

ARTICLE 2. PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the City of Parma; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3. RECOGNITION

3.01 The Employer agrees that it has and will continue to recognize the Union as exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all full-time employees of the Parma Police Department including Data Clerk (including Detective Bureau and Corrections Bureau assignments) and Payroll Clerk, but excluding all members of the Parma Police Department and confidential employees (one employee-secretary), management level employees, and supervisors as defined in the code.

3.02 The City shall recognize one (1) Steward and one (1) Assistant Steward.

3.03 The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees hired.

ARTICLE 4. UNION SECURITY

4.01 The Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the regular form provided by the Union.

4.02 It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and

hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4.03 Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereof, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request."

4.04 The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

4.05 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

4.06 Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made.

All deductions under Article 4, together with an alphabetical list of names and addresses of all employees whose dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

4.07 The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by employee.

The contribution amount shall be designated on the PEOPLE authorization card. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to AFSCME, P.O. Box 65334, Washington D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted.

An employee shall have the right to revoke such PEOPLE authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization at upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit.

All AFSCME PEOPLE contributions shall be made as a deduction separate from the dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary AFSCME PEOPLE contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 5. MANAGEMENT RIGHTS

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representative.

5.03 Not by way of limitation, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire and transfer employees; 2) discharge, suspend, or discipline employees for just cause; 3) determine the number of persons required to be employed, laid off or discharged; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit

established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes for work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; and 15) terminate or eliminate all or any part of its work or facilities.

5.04 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure. The foregoing are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 6. TOTAL AGREEMENT

6.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE 7. LEGISLATIVE APPROVAL

7.01 It is agreed by and between the parties that, subject to the restrictions of Chapter 4117 of the Ohio Revised Code, any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 8. NON-DISCRIMINATION

8.01 The Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, religion, color, creed, national origin, age, disability or sex.

8.02 The Union agrees that the Employer may make reasonable accommodation because of disability or religion. The Employer will notify the Union prior to implementing any accommodation which impacts the terms and conditions of employment of any bargaining unit member.

8.03 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

8.04 The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity on behalf of the Union.

ARTICLE 9. GENDER AND PLURAL

9.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reasons of sex.

ARTICLE 10. HEADINGS

10.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE 11. OBLIGATION TO NEGOTIATE

11.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

11.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 12. CONFORMITY TO LAW

12.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving portions. Local laws pertaining to issues not expressly provided for herein shall be effective for all employees within the bargaining unit.

12.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 13. NO STRIKE

13.01 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

13.02 Neither the Union nor any member of the bargaining Unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this article, may be sufficient grounds for discipline.

13.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four hour period that the strike, work stoppage or slowdowns, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall order the employees to return to work immediately.

13.04 The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 14. EMPLOYEE RIGHTS

14.01 An employee has the right to the presence and advice of a Union representative at all disciplinary hearings and/or disciplinary interrogations. Such right shall not be exercised for the purpose of creating unreasonable delay. All representation by employees shall take place on employees' time off.

14.02 An employee who is to be questioned as a suspect in an investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

14.03 An employee will be informed of the nature of any investigation of himself prior to any questioning. Prior to any disciplinary hearing which may result in a suspension without pay or termination, the nature of the charges shall be put in writing with a copy to the Union.

14.04 An employee shall have a reasonable opportunity to review his/her individual personnel records as maintained by the Employer. Copies of all written material provided to a third party, except references and credit confirmation, shall be mailed to the employee involved.

14.05 Any employee shall, upon request, be provided with a copy of any document concerning the performance of his/her duties or character placed in his/her formal personnel file, and shall have the right to have placed in such file his/her statement concerning any such document.

14.06 It is recognized that an employee who lists the City as a current or past employer is impliedly consenting to a City's disclosure of information relevant to job performance and salary history to the person or organization to whom the fact of the employment relationship has been provided by the employee and that an employee who has applied for a loan has impliedly consented to the City's disclosure of salary and employment information. A written disclosure made to a potential employer pursuant to this section which refers directly or indirectly to an entry to which an employee has responded, shall enclose any relevant documents submitted by the employee pursuant to this Article. Any documents with respect to a grievance may not be provided to a prospective employer except with the express written consent of the employee.

14.07 At the employee's request, on or about March 1 of each year, written reprimands and written records of verbal reprimands which have not, of themselves, been the basis for more serious discipline, and written documents concerning compliments or commendations, any of which is dated more than eight years prior thereto, shall be removed from an employee's personnel file and shall, thereafter, not be considered as a basis for assessing discipline or degree of discipline in any pending or future disciplinary actions against that employee. Upon such removal, the City shall, to the extent permitted under state law, destroy said records in a timely fashion.

ARTICLE 15. UNION REPRESENTATION

15.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work.

15.02 The City shall recognize one (1) Steward.

15.03 The Union President or Chapter Chairman and Stewards or their substitutes as described in Section 1 of this Article shall be allowed reasonable time to carry out the function of their office; time spent in the processing of grievances in good faith and at any meetings at which the Employer requests the representative to be present, and such time only, shall be without loss of pay during working hours. The Union will cooperate to keep to a minimum the time away from work by its representatives.

15.04 Stewards and Union Officers shall adhere to the following procedures in processing grievances and in carrying out all other functions of their offices.

- a) Before leaving his job, the Steward shall obtain approval of his Superior and shall record on a Special Steward Activity Sheet the time he starts his Union work. Upon request, a copy of the record will be furnished to the Union.
- b) Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available, or if he is unavailable, as soon as possible after resuming work.
- c) In the event of the absence of the Steward, and the Alternate Steward, the president shall be called in her place. In the absence of the President, the Vice president shall be called.
- d) A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

15.05 When there is a reduction in force the following Union Officers shall be retained in preference to all other employees provided they can perform the available work: President, Steward.

ARTICLE 16. GRIEVANCE PROCEDURE

16.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a Union Representative. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step on this procedure.

16.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance-A "grievance" shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation of the specific and express written Provisions of this Agreement. It shall also include any disciplinary action involving a suspension of three (3) days or less or any lesser disciplinary action. It is also agreed that, in the event that, during the term of this Agreement, an agreement is made between the City and the Union and Ohio Council 8 whereby any more serious disciplinary action may be the subject of the grievance/arbitration process, then the same provision shall be incorporated into this Agreement by an addendum which shall be and remain in effect through the period of this contract.
- b) Grievant-The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the Union.

- c) Party in Interest-A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days-A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

16.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) Except at Step 1, all grievances shall include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the grievance and the redress sought by the grievant.
- b) Except at Step 1, all decisions appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and the Union.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Union may be present at such discussions. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.
- e) The Grievance and Arbitration Procedures shall be the exclusive processes for resolving all disputes arising under this Agreement. The parties agree that the Civil Service Commission has no jurisdiction to hear any matters which may be grieved under this procedure.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

- g) This procedure shall not be available for disputes concerning any reduction, suspension of more than three (3) days, or discharge actions.
- h) The preparation of grievances shall be conducted on non-working hours, except when circumstances require that they be prepared on work time. Processing of grievances shall be construed as the attendance at or presentation of grievances at the formal steps in the grievance procedure.
- i) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- j) Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or other disciplinary actions.

16.04 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1 An employee who believed he may have a grievance shall notify his immediate supervisor of the possible grievances within five (5) days of the occurrence or the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee, and the Steward if requested, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 If the dispute is not resolved informally in Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief or his designee within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than five (5) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

Step 3 If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal; the Union President or Chairman and Steward shall be notified and may attend. The Safety Director, or his designee, shall issue a written decision to the employee and his Steward, if any, within ten (10) days of the date of the hearing.

The Union shall have the right at Step 3 only to modify a pending grievance in order to clarify pertinent procedural matters (e.g., Section allegedly violated, scope of relief requested, etc.), provided that the substantive issues raised may not be changed.

Step 4 If the grievant is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 3. Copies of the written decisions shall be submitted with the

appeal. The Mayor, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant and any other party necessary to provide the required information for the rendering of a proper decision; the Union President or Chairman shall be notified and he and/or a representative of the Union's Ohio Council may attend. The Mayor, or his designee, shall issue a written decision to the employee and his Union Steward within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 4, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 17. ARBITRATION/MEDIATION PROCEDURE

17.01 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, or those steps are mutually waived, then within thirty (30) days after the rendering of the decision at Step 4, the Union may submit the grievance to arbitration/mediation. Within this thirty (30) day period, the parties may meet to attempt to mutually agree upon an arbitrator and a mediator. If agreement is not reached on an arbitrator, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators for selection.

If the parties do not agree upon a mediator, the parties will contact FMCS to request its mediation services. All grievances appealed to arbitration will be referred for mediation so long as the parties, including any grievants, enter into a signed mediation submission setting forth the mediator's authority and the complete confidentiality and non-admissibility of all documents and statements submitted in mediation. If the grievance is not resolved in mediation, if the Union wishes to submit the grievance to arbitration, it must tender to the City a written notice requesting arbitration within twenty (20) days of the mediation conference.

17.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration article is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement or written reprimands, suspensions, or discharges.

17.03 Arbitration hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

17.04 The fees and expenses of the mediator and arbitrator and the cost of the hearing room will be shared equally. Should either party elect to have a court reporter present, the fees and expenses of the reporter will be the responsibility of the requesting party unless the arbitrator requests a copy of the transcript; if the arbitrator so requests, the fees and expenses of the reporter, including the cost of preparing the transcript, will be shared equally. No court reporter or other recording will be allowed of mediation. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other Party.

17.05 The City and the Union will cooperate to schedule any mediation and the arbitration hearing so as to minimize any impact on the duties of grievant(s), witnesses, and Union and City representatives. A City employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. The City shall compensate those employees who are on duty at the time of the arbitration hearing at their regular hourly rate for all hours during which his attendance is requested, provided the request is made in good faith and his presence is necessary. At no time shall the number of employees in attendance in addition to the Union representative and grievant(s) exceed two (2) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department but there is no limit on witnesses that either party may call.

17.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

17.07 The Union and Ohio Council 8 agree to indemnify and hold the City harmless against any and all claims, demands, suits, costs, expenses, or other forms of liability that may arise out of any determination that the Union and/or Ohio Council 8 failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration/Mediation procedures provided for in this Agreement.

ARTICLE 18. DISCIPLINE

18.01 No employee shall be disciplined, suspended or discharged without just cause. Discipline shall, if appropriate, be progressive and remedial. An employee who is disciplined must be disciplined within a reasonable period of time from the dates on which the infractions occurred.

18.02 An employee shall be given a hand-delivered copy of any warning, reprimand or other disciplinary action entered on his personnel record within five (5) working days from the date the action was taken. Further, the Union President shall be given a hand-delivered copy of any suspension and/or discharge notice within five (5) working days of the action taken.

18.03 Any employee who has been disciplined by suspension or discharge will be given a written statement of the reason or reasons for which he has been suspended or discharged within 24 hours of the suspension or discharge. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of suspension or discharge, or in the case of a predisciplinary interview, the employee shall be advised of his right to have a Steward present. Further, if the employee so requests, he shall be granted a private interview with his Steward before the employee is required to leave the premises.

18.04 Any written statements of warning, reprimand, suspension, discharge, or other disciplinary action which serve as a basis for discipline and which are given to an employee pursuant to Section 2 or 3 above shall describe the conduct complained of, the date and time of the conduct, and any other facts pertinent thereto, and shall be signed by the employee's supervisor or by the Chief. Receipt of this written statement shall be acknowledged by the employee.

18.05 Two statements of discipline cannot be given for the same conduct on the same day (e.g., coming in late and failing to notify the office that you were coming in late), but discipline can be given for a repetition of the same conduct.

18.06 Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purposes of the suspension only.

18.07 Disciplinary actions of reduction, suspension for more than three (3) days, or removal taken against non-probationary employees may be appealed exclusively to the Civil Service Commission in accordance with civil service law.

ARTICLE 19. SICK LEAVE

19.01 Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, or cohabitating domestic partner, and the employee's/spouse's/cohabitating domestic partner's children, parents, or cohabitating grandparents.

For purposes of this Agreement, a "cohabitating domestic partner" is a person with whom the employee is living and has lived in a common law spousal relationship and has cohabitated with the employee for a period of at least thirty (30) full months prior to the request for sick leave related to the cohabitating domestic partner, the cohabitating domestic partner's children, or the cohabitating domestic partner's parents. An employee claiming use of sick leave under this section must execute an affidavit identifying his or her cohabitating domestic partner and attesting that the employee has cohabitated with the identified individual for a minimum of thirty (30) full months prior to the request for use of sick leave. An employee may not identify more than one cohabitating domestic partner for any given period of time and may identify either a "spouse" or a "cohabitating domestic partner" for any given period of time, but not both for the same period of time.

19.02 All employees shall earn sick leave at the rate of .0575 hours for each hour of service and may accumulate such leave without limit.

19.03 Sick leave may be used in segments of not less than one (1) hour.

19.04 The Safety Director and/or Chief may require an employee who has been absent for more than three (3) consecutive working days due to personal illness or injury, prior to and as a condition of his return to duty, to provide a certificate from the attending physician to establish that he is not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties of his position, and/or that his return to duty will not jeopardize the health and safety of other employees. At the Safety Director's reasonable discretion, the Employer reserves the right to require the employee to be examined by a physician designated and paid for by the Employer for the same purposes.

19.05 If an employee fails to submit adequate proof of illness or injury or in the event such proof, as is submitted, upon the request of medical examination, the Chief and/or Safety Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

19.06 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

19.07 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, stepchildren, current mother-in-law, current father-in-law, or grandchildren.

19.08 Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and who has qualified for retirement benefits from the Ohio Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his highest base hourly rate of pay while employed by the City within the bargaining unit, multiplied by one-third (1/3) of his total accumulated unused sick leave up to two thousand one hundred sixty (2,160) hours, providing that such resulting number of hours to be paid shall not exceed seven hundred twenty (720) hours of accumulated unused sick leave.

19.09 Employees with accumulated sick leave may take off two (2) personal health days per calendar year to be used at the discretion of the employee and to be charged against accumulated sick leave. An employee who has accumulated sick leave of 210 hours or more at the end of the prior calendar year may take off an additional health day, which shall be chargeable to accumulated sick leave. Use of the personal health day shall not be counted against Sick Leave Bonus under Article 20.

19.10 Employees shall have the option of converting up to eighty (80) hours of sick leave earned within the calendar year into cash pursuant to the following conversion rate. The conversion rate will be at the employee's current rate of pay and at the rate of two (2) hours of sick leave to one (1) hour of pay only if a balance of 120 hours remains in their sick leave account after the conversion. The conversion must be requested in writing on the City form by November 30th of each year. The sick leave conversion shall be paid by December 31st of each year requested.

ARTICLE 20. SICK LEAVE BONUS

20.01 If during any continuous three (3) month period, a full-time employee does not use any sick leave as provided in this Agreement, the full-time employee shall be granted either (a) one and one-half (1 ½) vacation days with pay effective the three-month period beginning January 1, 2019, in addition to any entitled vacation leave under the terms of this Agreement; (b) the employee may choose to receive ten and one-half (10 ½) hours of pay for employees working a thirty-five (35) hour week, or twelve (12) hours of pay for employees working a forty (40) hour week, at his/her straight time hourly rate; (c) credit for like hours in his/her compensatory time accumulation under 30.3; or (d) credit for like hours in his/her bonus vacation account to be used only as vacation time (unless paid out upon the employee's death or termination of employment)

subject to the City's approval based upon the impact of the employee's absence on the City's needs. This sick leave bonus period will run for three (3) months from the use of the last sick leave day pursuant to this Agreement, except for absence from work due to the death in the immediate family of the employee, for the sick leave required to be used in the event of injury leave, or for approved leave required by the Family and Medical Leave Act.

20.02 The Sick Leave Bonus year will run from the date of last sick leave use to use of next sick leave.

20.03 Sick leave used during the seven (7) day waiting period of the injury program contained in this Agreement shall not be charged against the employee for purposes of the sick leave bonus program.

ARTICLE 21. DEATH PRIOR TO RETIREMENT

21.01 Upon the death of an employee while employed prior to retirement, his estate shall receive payment within thirty (30) working days of the employee's death for any accumulated unused vacation and compensatory time, and one-half (1/2) of the employee's accrued but unused sick leave, if any. Any earned but unpaid compensation, unpaid holiday pay, pro-rata longevity and pro-rata bonuses, if any, shall be made payable to the estate.

ARTICLE 22. FUNERAL LEAVE

22.01 Employees shall be granted four (4) days funeral leave time off with pay, which shall not be charged against sick leave, in the event of the death of a spouse, child, step-children, parent or current mother or father-in-law, brother, sister, or a current grandparent, grandchild or current sister-, brother-, daughter-, son-in-law, cohabitating domestic partner, or a cohabitating domestic partner's child, parent, sibling, grandparent or grandchild.

For purposes of this Agreement, a "cohabitating domestic partner" is a person with whom the employee is living and has lived in a common law spousal relationship and has cohabitated with the employee for a period of at least thirty (30) full months prior to the request for funeral leave related to the cohabitating domestic partner, the cohabitating domestic partner's children, or the cohabitating domestic partner's parents. An employee claiming use of funeral leave under this section must execute an affidavit identifying his or her cohabitating domestic partner and attesting that the employee has cohabitated with the identified individual for a minimum of thirty (30) full months prior to the request for use of funeral leave. An employee may not identify more than one cohabitating domestic partner for any given period of time and may identify either a "spouse" or a "cohabitating domestic partner" for any given period of time, but not both for the same period of time.

22.02 Employees will be permitted with proper authorization to take additional days for funeral leave when necessary which shall be charged against any accumulated leave at the employee's discretion.

**ARTICLE 23. LEAVE OF ABSENCE FOR TEMPORARY
MILITARY TRAINING**

23.01 Employees will be eligible for leave, pay and benefits related to temporary military training or other qualifying military service as set forth in R.C. § 5923.05.

ARTICLE 24. JURY DUTY

24.01 Any full-time employee who serves as a juror in any court of record shall be compensated at his regular rate of compensation, less jury fees earned, for any jury service during a regularly scheduled work day or period.

ARTICLE 25. UNION LEAVE

25.01 At the request of the Union a leave of absence without pay shall be granted to employees who have completed their probationary period and who are required to attend a Union convention or other Union function for the duration of such function, provided that no more than two (2) employees shall be off on Union leave at any one time.

25.02 Members of the negotiating team shall be allowed time off, without loss of pay and without deduction from any accumulated compensatory time or overtime, for all negotiation sessions which shall be mutually set by the representative of the Union and the City. Such release time shall be limited to no more than six (6) committee employees at any given negotiation session. The Employee seeking release time shall notify the Mayor or his designee in advance, as soon as the need for such release time is known.

25.03 The President of the Union and/or his designee (in no case to exceed two (2) people) shall receive seventy (70) hours annually for Union Leave provided a notice of at least ten (10) working days prior to the date of such leave is requested in writing. Unused time will not roll-over from year-to-year.

ARTICLE 26. OTHER LEAVES OF ABSENCE

26.01 The Director of Public Safety may, at the employee's request, grant leave of absence without pay to an employee for a period of not to exceed one year; and upon the expiration of such leave of absence such employee shall be reinstated. All such leaves of absence granted shall be referred to the Civil Service Commission promptly for approval, in order that the Civil Service status of such absentee may be protected.

26.02 With respect to any benefits, procedures, or rights contained herein, unless a contrary rule has been otherwise stated herein as to a specific benefit, procedure, or right, when an employee is granted a leave of absence, his continuous service shall not be deemed broken if the employee is reinstated within one year, but any period on such a leave shall not be counted.

26.03 The City shall abide by the federal Family and Medical Leave Act; an employee and the City shall each have such rights as are granted in the Family and Medical Leave Act. The employee shall normally provide the City with at least thirty (30) days advance notice of leave. The City will continue to provide insurance benefits to the employee through the employee's leave, subject to any repayment requirements allowed by federal law.

ARTICLE 27. INJURY LEAVE

27.01 Whenever an employee is assaulted while on duty, which assault causes the employee to be disabled from her duties, a claim stating all facts and circumstances shall be filed with the Director of Public Safety for payment of wages by the City, not from accumulated sick leave but from regular payroll. The Director shall review the application and shall rule as to whether the injury occurred from an assault while on duty. If the Director so finds, he or she shall order salary payments from the regular payroll account upon presentment of proof of disability from the member's treating physician.

27.02 In order for such an injury to apply under this Section, the incident forming the basis of the injury must be duly reported in writing to a superior by the close of shift even if the injury itself does not immediately develop or does not immediately appear serious. Such benefit shall commence upon the seventh day from the start of such period of disability and shall continue for six months from such date.

Gross negligence should not be a contributing factor in causing any serious injury under the above resulting in a claim being filed for the same.

Routine or more usual types of accident injuries are not to be included. Some examples of these are as follows:

Injuries sustained by falls, etc.; any slip or fall in a parking lot or the premises of a City building, during routine duty operation; any self-inflicted wound; any injury incurred by a disobedience or orders of police procedure or by obvious carelessness under the circumstances of the situation.

27.03 If a member is dissatisfied with the ruling of the Director as to the coverage of his or her injury by this Section, the member may appeal the decision for reconsideration with the grievance procedure contained in this Agreement.

27.04 Sick leave used under the provisions of this Article shall count as sick leave used for sick leave bonus; however, members may petition the Mayor who may, at his sole discretion, waive the consideration of the use of sick leave for sick leave bonus. The decision of the Mayor shall be final and not appealable under the grievance procedure.

ARTICLE 28. HOLIDAYS

28.01 All full-time employees shall receive the following paid Holidays:

New Year's Day
Martin Luther King Day
Election Day
Thanksgiving Day
Day after Thanksgiving

Columbus Day
Presidents Day
Good Friday
Memorial Day
Independence Day

Juneteenth
Veterans Day
Labor Day
Christmas

In recognition of Juneteenth in 2021, bargaining unit members shall receive one (1) additional floating holiday (2021 only) which must be used prior to March 31st, 2022.

28.02 Employees shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding the legal holiday or the workday next following a holiday unless such absence is for purpose of vacation leave, hospitalization, injury leave, compensatory day, jury duty, legitimate illness or injury with a doctor's certificate, personal health day (with the prior approval of the City) or funeral leave, and such leave has been approved by the appropriate authority.

28.03 All full-time employees shall receive as compensation for the holidays set forth in this Article, ninety-one (91) hours of compensatory time which shall be taken within the year that the holiday falls. Employees, however, may carry over any portion of the holiday compensatory time as they are unable to schedule by year-end up to and including August 31 of the following year.

28.04 All full-time employees shall receive an extra three and one-half (3 1/2) hours of pay or compensatory time, at the employee option, if the employee actually works a holiday designated in Section 1 above. An employee actually working on Easter Sunday shall, if reasonably possible, be allowed a two hour lunch period and the opportunity to go home for lunch.

28.05 Any employee who on January 1 of the current calendar year, or on his/her vacation/anniversary date, has at least one-hundred seventy-five (175) hours of vacation leave may elect to work all or part of those vacation hours and receive payment for same at a straight rate of pay.

Vacation leave shall be converted on a last in, first out (LIFO method) considering all vacation used year to date, regardless of which vacation bank the hours originated. The Payroll Department will follow all procedures required by the Ohio Public Employees Retirement System (OPERS) to determine which hours meet the LIFO method. These hours will be considered earnable salary and OPERS pension contributions will be deducted. Any hours not meeting the LIFO method will not be considered earnable salary and pension contributions will not be deducted.

ARTICLE 29. VACATION

29.01 Definitions:

- a) Vacation leave means leave with pay granted to full-time employees of the bargaining unit as a reward for satisfactory service and as an incentive for

future service. Vacation leave is earned in each calendar year and is to be taken only in the following calendar year. Vacations are not cumulative and must be taken in the calendar year as due, except as otherwise provided herein.

For purposes of the steps set forth in Section 8.02(b)-(c), an employee will be elevated to the next step in the calendar year in which he would qualify based on anniversary date, provided that he may actually use the additional week only during the balance of the calendar year which follows his anniversary date, subject to Section 28.03.

- b) Continuous Employment means, for purposes of vacation leave, an employee's period of employment with the City in which he is continuously employed by the City, including authorized leaves of absence and/or period when the employee is laid off due to a reduction of employees in the bargaining unit, provided however, such layoff time does not exceed one year. Should the layoff period exceed one year, the rehiring of such employee shall constitute the start of a new period of employment for purposes of continuous service with the City. The period of layoff or authorized leaves of less than one year shall not be considered as a break in service, however, time spent on leave or layoff shall not be credited towards continuous service.

29.02 Employees shall receive vacation leave according to the following formula:

- a) Each employee who has completed less than one year of continuous employment beginning with the first date of his employment shall receive one workday off for each month worked but not more than eight (8) work days, with pay. The first full calendar year, thereafter, that the employee works, he shall be credited, in the following calendar year, with a full two week vacation, with pay.
- b) Each employee of the bargaining unit who has completed six (6) years of continuous employment beginning with his first date of employment shall receive three weeks vacation with pay after such anniversary date.
- c) Each employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive four weeks vacation, with pay, after such anniversary date.
- d) Each employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive five weeks vacation, with pay, after such anniversary date.

- e) Each employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive six weeks vacation, with pay, after such anniversary date.

29.03 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Vacation taken in one (1) week increments shall normally be scheduled between an employee's days off. Any vacation not taken during the year in which it was accumulated may not be taken thereafter, except that all employees may carry over a maximum of one week vacation to the subsequent calendar year.

29.04 Any employee who on January 1st of the current calendar year, or on his/her vacation/anniversary date, has at least one-hundred-seventy-five (175) hours of vacation leave may elect to work all or part of those vacation hours and receive payment for same at a straight rate of pay.

Vacation leave shall be converted on a last in, first out (LIFO method) considering all vacation used year to date, regardless of which vacation bank the hours originated. The Payroll Department will follow all procedures required by the Ohio Public Employees Retirement System (OPERS) to determine which hours meet the LIFO method. These hours will be considered earnable salary and OPERS pension contributions will be deducted. Any hours not meeting the LIFO method will not be considered earnable salary and pension contributions will not be deducted.

29.05 If an employee becomes ill or injured prior to a scheduled vacation leave, then upon prior written request to the Chief and with his approval, an employee will be able to reschedule the vacation leave. If an employee becomes ill or injured during a scheduled vacation period, he shall continue out the vacation period as scheduled before he is eligible to take sick leave.

29.06 After five (5) years of employment, an employee who retires on other than his anniversary date will receive prorated payment for unused vacation based upon the number of months worked.

ARTICLE 30. OVERTIME

30.01 All employees in the bargaining unit shall, for work actually performed in excess of thirty-five (35) hours each seven (7) day work period, be entitled to overtime pay or compensatory time compensation. Employees of the bargaining unit who have accumulated overtime as of the date of execution of this Agreement shall, within a reasonable time, receive compensatory time off equal to such overtime hours worked.

30.02 As used in this section, overtime hours means those hours that employees of the bargaining unit worked over and above the regular hours of employment or duty or are in active pay status.

30.03 Employees who work overtime shall be compensated at a rate of one and one-half times (1 1/2) their normal hourly rate of pay. Employees may, at the time overtime is worked, elect to be compensated for the overtime in either cash payment paid with the normal payroll or receive compensatory time off. If no election is made, the overtime shall be paid with the next available payroll.

30.04 Employees may accumulate up to two hundred and forty (240) hours of compensatory time. Employees who have two hundred and forty (240) hours of compensatory time accumulated will be compensated for overtime hours worked in cash payment through the normal payroll.

30.05 An employee who, upon resignation, death, or retirement has accumulated overtime due him, shall be paid for such accumulated overtime at the salary rate in effect on the day of separation from employment.

30.06 Notwithstanding the provisions of section 24.01 above, employees shall be paid overtime for work required by the appropriate authority during an employee's designated lunch period. Such overtime must have proper authorization and be in compliance with Internal Department policy.

30.07 There shall be no pyramiding of overtime payments with any other payments.

30.08 There shall be no adjustments made in the regular schedules of employees in an attempt to avoid overtime.

ARTICLE 31. LONGEVITY

31.01 All employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

<u>Longevity Payments</u>	
After 5 yrs.	\$400.00 per year
After 10 yrs.	\$800.00 per year
After 15 yrs.	\$1,200.00 per year
After 20 yrs.	\$1,600.00 per year
After 25 yrs.	\$2,000.00 per year
After 30 yrs.	\$2,000.00 per year

31.02 Longevity to be included in the pay check that the anniversary date falls within. After five (5) years of employment, if an employee terminates employment on other than his anniversary date, a final longevity payment will be made prorated on the basis of number of months worked.

31.03 Any layoff in excess of one year or any authorized leave of absence shall be considered as a break in service in the determination of continuous service except that such time spent in layoff or on leave of less than one year shall not be credited in calculating length of service.

ARTICLE 32. INSURANCE

32.01 The City shall make available health insurance coverage, including prescription drug, dental and vision coverage for each full-time employee who elects coverage, whether single or family. The coverage provided to full-time employees shall be pursuant to the current annual healthcare coverage agreement between the City and the Joint Health Care Committee.

32.02 Any employee who would receive paid health insurance coverage under Section 1 may, in lieu of coverage, elect to receive an insurance incentive bonus to be added to the employee's annual compensation by being paid on a prorated basis over each pay. The annual bonus amount is \$2,000 family and \$800 single. Election of this bonus requires a written request to the Auditor.

32.03 The Employer reserves the right to continue to self-insure or utilize an insurance carrier, at its discretion to provide such coverage. The Union shall be eligible to participate in the Insurance Committee as provided in the collective bargaining agreement between the Employer and I.A.F.F, Local 639.

32.04 The City shall provide life insurance coverage in the amount of \$25,000 per employee.

32.05 Any employee who retired after December 31, 2006 is not eligible for any City funded health insurance coverage after retirement.

32.06 The City and the Union hereby establish a Joint Health Care Committee for the purpose of collecting and reviewing information about health care coverage and alternative options, including costs, adequacy of coverage, cost effectiveness of current and alternative coverages, and other issues under this Section.

The Committee will be composed of equal numbers of bargaining unit and City representatives and is responsible for making recommendations to the City and the Union which are strictly advisory. The Committee may invite outside resource people to attend its meetings and provide information.

The Committee will be trained in the principles of joint problem solving and will be responsible for scheduling meetings (at least quarterly unless agreed otherwise) and developing an agenda that will enable it to make its recommendations prior to contract negotiations. The City and Union may agree to invite other groups of City employees to participate subject to the Committee's determination on participation and limits.

ARTICLE 33. LAYOFFS AND RECALL

33.01 For purposes of this Article, seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's date of hire. An employee shall have no seniority for the initial probationary period; but, upon completion of the probationary period, seniority shall be retroactive to the date of hire. Students and summer employees have no seniority or seniority rights. Part-time employees shall have seniority rights only as against other part-time employees. Full-time employees shall have seniority rights as against other full-time employees and as against part-time employees.

33.02 Continuous service and seniority shall be broken when an employee:

- a) Resigns;
- b) Is discharged for just cause;
- c) Is laid off for a period equal to his/her bargaining unit seniority at the time of layoff or twenty-four (24) months, whichever is less, or;
- d) Fails to report to work within ten (10) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician.

33.03 The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, Department, date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union president with a written list of additions to or deletions from the seniority list, if any.

33.04 Whenever the City reduces its workforces, the employees will be laid off in the following order based on reverse seniority within job classification and department:

- a) students;
- b) Seasonal employees;
- c) Part-time employees who have not completed their probationary period;
- d) Part-time employees who have completed their probationary period;
- e) Full-time employees who have not completed their probationary period;
- and
- f) Full-time employees who have completed their probationary period.

33.05 Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority of two or more employees is equal, employees shall be laid off by the drawing of lots.

33.06 In the event an employee cannot hold his present classification he shall have the right to "bump" an employee within the bargaining unit with lesser seniority in an equal or lower

rated classification. An employee who has been bumped from his classification shall be afforded the same rights to "bump" an employee within the bargaining unit with lesser seniority in an equal or lower rated classification to avoid a direct lay-off from the City.

33.07 It shall be at the option of the employee as to whether he shall exercise his seniority rights to bump into an equal or lower rated classification or to take a direct lay-off from the City.

33.08 In the event an employee is laid off, he shall receive payments on a pro rata basis for any earned but unused vacation and personal holidays as quickly as practicable.

33.09

- (a) Employees shall be recalled in the inverse order of layoff from their classification. An employee on lay-off will be given ten (10) working days notice of recall from the date the employee receives notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the City's records or as provided by the employee to the City.
- (b) Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months.

33.10 The City shall notify the Union in writing of any layoff within the bargaining unit at least three weeks prior to the effective date of the layoff, with written notice to those employees that will be laid off. The City and the Union will meet to review the exercise of bumping rights. Should the City reduce the extent or delay the timing of the layoff, no new notice will be required and affected employees will be notified in writing of any revisions. After the initial notification of layoffs, should the City increase the number of employees to be laid off, the above minimum three week notification requirements shall be followed for any employees added to the layoff. All bumping shall be completed by the layoff date.

ARTICLE 34. SALARY SCHEDULE AND SUPPLEMENTS

All Part Time employees shall be paid a minimum of \$17.00 per hour beginning 2022 (will not receive the three percent (3%) increase for 2022).

Premium Pay of \$1,500.00 (Full Time), \$750.00 (Part Time).

34.01 Salary Schedules for the positions of Clerk-Typist, Payroll Data Clerk, Secretaries, and Head Payroll Clerk are set forth in Appendix A with the following increases:

2021—three percent (3%) retroactive to January 1, 2021

2022—three percent (3%) effective January 1, 2022

2023—two and one quarter percent (2 ¼%) effective January 1, 2023

LEADS certified employees shall receive an annual payment of \$1,000.00 to be paid in the first payroll of December. LEADS/CCH certified employees shall receive a \$1,200.00 payment in lieu of the \$1,000.00.

The step 4 and step 5 differential are increased to reflect the following:

2018—zero percent (0%) retroactive to January 1, 2018

2019—one and one-half percent (1.50%) effective January 1, 2019

2020—one and three-quarters percent (1.75%) effective January 1, 2020

34.02 The Clerk-Typist regularly assigned to the Detective Bureau will receive an additional \$60.00 per month during that assignment.

34.03 Should the City require a uniform, it will either provide the uniform or an appropriate uniform allowance, to be set based upon the requirements. The City will provide a clothing allowance of \$500 to each full-time employee by the 31st of January each year to cover the time frame of January 1st through December 31st of the current year. Those starting after January 1st each year would receive prorated pay by full month remaining in the year, instead of the full amount. If they start January 15th, they would receive 11 months of prorated payment. Should damage to clothing above normal wear and tear occur due to work related activities, the member may submit a receipt for replacement of the item to the Department Head and employee shall be reimbursed for the expense.

ARTICLE 35. HOURS OF WORK

35.01 The normal work week for regular full-time employees shall be thirty-five (35) hours of work of seven (7) hours each day, exclusive of the time allotted for meals, during the period starting 12:01 a.m. Sunday to midnight Saturday. The day shift hours shall be 7:00 a.m. - 3:00 p.m., or 8:00 a.m. - 4:00 p.m., or 8:30 a.m. - 4:30 p.m. The evening shift hours shall be 3:00 p.m. - 11:00 p.m. The night shift hours shall be 11:00 p.m. - 7:00 a.m. These hours shall not be changed without mutual consent. The City may establish shifts. Employees may trade shifts.

35.02 The City may establish crews of employees classified as Clerk/Typist-PBX & Data. Employees may be assigned to shifts but, except in the case of an emergency, no employee will be moved from her current shift without her approval or fourteen (14) days written notice.

35.03 All employees shall be allowed one uninterrupted hour for a scheduled meal period except for other mutually agreed upon schedules between the City and the Union, and except in the case of emergency situations.

35.04 There shall be two (2) fifteen (15) minute rest periods for each seven (7) hour work day. The rest periods shall be scheduled, to the extent practicable during the middle two hours of each shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift unless agreed by both the employee and the City.

ARTICLE 36. MISCELLANEOUS

36.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

36.02 The City will make reasonable effort to issue pay checks every other Thursday or Wednesday, if Thursday is a holiday. Any special or supplemental pays will be paid with the regular paychecks and will be taxed at the supplemental tax rate if required.

36.03 The Union will be allowed one (1) locked bulletin board for official Union notices and the space for a Union mail box to be provided by the Union. The bulletin board will be located at the Parma Police Station. The Union and the Mayor will be the sole holders of the keys to the board.

36.04 In addition to such salary or compensation as may be provided for elsewhere, there shall be paid to the employees in the Division of Police who are not furnished City-owned vehicles for use in the performance of their duties for all mileage so traveled, when so authorized by the Mayor, the Director of Public safety and the Chief of Police. Mileage shall be paid at the current mileage rate paid by the City.

36.05 New employees shall be considered to be on probation for a period of twelve (12) months excluding any periods of unpaid leave of absence.

36.06 Employees who work an overtime assignment shall be entitled to an additional 15-minute break after two hours of overtime.

36.07 Employees shall be allowed to leave the work site building during their meal period.

36.08 Employees shall not be subject to a residency requirement.

ARTICLE 37. TEMPORARY TRANSFERS

37.01 A temporary transfer shall not exceed thirty (30) consecutive days. A temporary transfer to a higher rated classification shall first be offered to the senior qualified employee within the bargaining unit.

37.02 If an employee is formally assigned to work in a classification other than his own he shall receive the higher of the two rates between his regular rates and the rate of the other classification for all such hours worked.

ARTICLE 38. SAFE WORK PRACTICES

38.01 The city shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees. In the event an employee(s) reasonably believe a situation is unsafe, the employee shall notify his supervisor immediately. The situation will then be referred to the Labor-Management Committee for discussion.

38.02 If a work area has been declared unsafe by an appropriate government official, the employee shall not be required to perform in that work area until it has been determined to be safe. However, said employee may be assigned alternative duties until the problem has been addressed.

ARTICLE 39. SUPERVISORS

39.01 Supervisors and non-bargaining Unit employees shall not perform in excess of one hour of overtime work at a given time that is conventionally performed by members of the bargaining unit unless at least two employees in the classification needed for the work are unavailable or refuse the overtime work or unless, in the City's judgment, an emergency situation exists.

39.02 In making requests to perform overtime work, the supervisor shall have the option to request individuals already scheduled for the current or next shift to stay late or come in early, as appropriate in the supervisor's judgment, rather than calling in an individual not so scheduled; but, whenever a request is to be made, it shall be made from a rotating list of unit employees, so that the next person on the list within the pool required (e.g., current shift to stay late, next shift to start early, or not scheduled) shall be the one requested. The City and the Union shall work cooperatively to establish a procedure and call list that is mutually acceptable for carrying out the intent of this Section.

ARTICLE 40. HEAD PAYROLL/CLERK VACANCIES

40.01 In the event that the City deems a vacancy to exist within the single position of Head Payroll Data Clerk now existing in the Police Department record room, the position shall be offered to the senior qualified employee within the bargaining unit and, if passed, to the next senior qualified employee, and so on, before opening the position to an outside civil service applicant. Such appointees shall serve a 90-day probationary period, whereupon, between the 91st and 120th day, the appointee may be removed if his service has not been acceptable to the City. In such case, he shall return to his prior position and a new appointment shall be made.

40.02 In the event the City deems a vacancy to exist on a particular shift within the classification Clerk/Typist-PBX & Data, notice of the vacancy shall be posted by the City for at least five (5) consecutive working days with a copy to the Union upon request. The position will be offered to the senior qualified applicant, consistent with the City's need to staff each shift with experienced and qualified personnel.

40.03. A selected applicant who is not moved to a new position within thirty (30) workdays following his/her appointment shall be paid as a temporary transfer under Article 15, section 3. Employees who are moved into a new position in a training capacity shall receive the rate of pay of the position while in the training capacity.

ARTICLE 41. SUB-CONTRACTING

41.01 The City shall not regularly sub-contract work normally performed by bargaining unit employees on a day to day basis. The City shall remain free to sub-contract work:

- 1) for special services beyond the regular skill or duties of unit employees;
- 2) for special services beyond the capabilities of unit employees due to time, manpower, or facilities;
- 3) to supplement unit employees when current manpower cannot reasonably complete the work within the necessary time;
- 4) if, in the City's judgment, an emergency situation exists.

ARTICLE 42. NEW AND CHANGED JOBS

42.01 If a new job classification is established requiring the employment of additional employees, and within the general scope of the work performed by members of this unit, the City shall establish and describe the content of the job and it shall establish a pay structure for that job and may implement the job. The content of the job and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the classification or rate of pay for the job, it can file a grievance at Step 3 of the grievance procedure within thirty (30) calendar days following the termination of discussions. If the grievance is arbitrated, the Union shall have the burden of proving to the arbitrator that the classification and/or job as established by the City is unreasonable; in the evaluation, the arbitrator may decide only whether the City has or has not acted unreasonably, based on management considerations relevant to the City. If the arbitrator deems the City to have acted reasonably, then the arbitrator's award shall become final and binding. If the arbitrator deems the City to have acted unreasonably, the City shall delete or revise the job as it deems proper; and that decision may then be the subject of a further grievance. Any rate and classification agreed to by the City and the Union shall become part of the bargaining unit wage schedule of this contract, provided, however, that the City shall have the right to contest whether the job in question is (a) entitled to coverage under the collective bargaining act or (b) properly included within the unit and that such issues shall not be grievable but shall be determined by S.E.R.B. Nothing in this Article shall be deemed to apply to changes in work which occur in the method of operation, tools, or equipment of a job, or any future change of duties for any individuals currently employed within the unit on the date this Agreement is executed; and the City expressly reserves the right to make such changes without restriction by the Union.

ARTICLE 43. LABOR/MANAGEMENT MEETINGS

43.01 In the interest of sound labor/management relations, up to two representatives of the bargaining unit may request a labor/management meeting with the Safety Director to discuss pending problems or issues of concern, including but not limited to the discussion of safety concerns, and to promote a more harmonious labor/management relationship. When a meeting is requested, the Safety Director and/or an appropriate designee(s) shall convene a meeting as soon as feasible.

43.02 Up to two (2) employee representatives, who are scheduled to be at work during the time of the labor/management meetings, shall be allowed to attend the meeting with no loss of pay. It is further agreed that any on-duty employee may be required to return to work if an emergency arises during the meeting. The Safety Director shall have the discretion to limit any meeting to one hour duration.

43.03 The City and the Union agree to enter into joint training with FMCS on "Relationship by Objectives" with mutual commitment and approval. Discussion topics may include vacation scheduling, training, use of subcontracting, new facility, job duties and assignments and other topics of mutual concern. Both the City and the Union retain all their respective legal rights to operate or challenge.

ARTICLE 44. MODIFICATION

44.01 Amendments to and modifications of this Agreement may be made by mutual agreement of the parties. The party proposing to amend or modify the Agreement shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed amendment or modification subject to the provisions of Revised Codes 4117.01 et. seq.

ARTICLE 45. DRUG-FREE WORKPLACE POLICY

45.01 Policy Statement

Both the Union and the Employer recognize illegal drug and/or alcohol usage as a threat to the public safety and welfare and to the employees. The Employer will take the necessary steps, including drug testing, to eliminate illegal drug usage and abusive use and/or impairment due to alcohol. The goal of this policy is prevention, detection, deterrence and rehabilitation, rather than termination.

45.02 Definitions

The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug. The term "drug test" means a urinalysis test consisting of an initial screening (EMIT) test and a confirmation test employing the gas chromatography/mass spectrometry

(GC/MS), utilizing urine samples collected according to procedures and chain of custody established by this policy.

45.03 Use of Alcohol and/or Drugs

Employees, while on duty or "on call", shall not be under the influence of alcohol or drugs, nor have their ability to safely, efficiently and effectively perform the duties of their position impaired as a result of the use of alcohol or drugs. No Employee shall use, possess, sell, deliver or purchase an illegal drug during working hours (including duty-free rest and lunch periods).

45.04 Notice and Education of Employees Regarding Drug Testing

There shall be a thirty (30) day information distribution period prior to the implementation of testing under this policy for employees. All bargaining unit employees shall receive a copy of this policy. The Employer shall inform the employees concerning the impact of the use of drugs on job performance, the manner in which the test will be conducted, the reliability of the test performed, under what circumstances employees will be subject to testing, what the test can determine and the consequences of testing positive for illegal drug use. All new employees will be provided with this information, when initially hired. No employee shall be tested, until this information has been provided.

45.05 Basis for Ordering an Alcohol or Drug Test

The Employer shall have the right to require mandatory blood and/or urine samples when the Safety Director has reasonable suspicion that an employee is under the influence of drugs and/or alcohol, or that the employee's ability to safely, efficiently and effectively perform the duties of his position has been impaired as a result of the use of alcohol and/or drugs. As used herein, "reasonable suspicion" is a belief based upon objective and articulable facts.

Such "reasonable suspicion" may be based upon, but is not limited to, any one or more of the following circumstances: a) slurred speech, b) unsteady walk, c) an accident involving Employer owned property, d) physical altercation, e) verbal altercation, f) documentation of aberrant behavior; that which is so unusual or disruptive that it warrants summoning a supervisor or anyone else with authority, g) possession of alcohol or illegal drugs, h) excessive or unexcused absenteeism, i) excessive or unexcused tardiness, j) documented evidence of declining productivity. Further, an employee may be required to submit to testing upon return to duty after participation in a substance abuse rehab program and during a disciplinary probation for employees who have violated the drug and alcohol rules.

The circumstances supporting the allegation shall be reduced to writing signed by the Safety Director and copied to the employee and the Union.

45.06 Urine Samples

Where urine or blood samples have been taken, the employee shall have the right to request split samples, with one half sent to the Employer's lab and the other kept frozen. (See 30.8)

Specimen collection will occur in a medical setting and the procedure should not demean, embarrass, or cause physical discomfort to the employee. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and the chain of evidence. The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing Physician. The employee designated to give a sample must be positively identified prior to any samples being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an employee shall be entitled to the presence of a Union Steward or Representative, before testing is administered.

45.07 Testing Procedure

The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing (i.e., fully certified by the College of American Pathologists, or the Federal Certification Program).

The testing or processing phase shall consist of a two-step procedure:

1. Initial screening step; The EMIT test detects the presence of drug cannabinoids from the urine sample.
2. Confirmation step; Gas Chromatography/Mass Spectrometry (GC/MS) is used to confirm the presence of an illegal drug.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. Where a positive report of both EMIT and GC/MS is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory.

Test results shall be treated with the same confidentiality as other employees medical records. Test results used as evidence for disciplinary action, shall be entitled to the same confidentiality.

45.08 Split Sample

Split the sample in half and preserve one-half by freezing said sample. If the lab confirms a positive test, and the employee contends that he has not used illegal drugs; the employee may request the lab split the untested sample and submit a portion (one-half) for retesting by a lab of the employee's choosing, so long as the lab is fully certified by the College of American Pathologist, or the Federal Certification Program, for re-testing and the cost for same to be fully paid by the Employee.

The Employee shall have the right to request that his designated doctor or lab be given a sample of his specimen same so that a separate test can be administered, and the cost of same be fully paid by the Employee.

45.09 Disciplinary Action

Employees who are found to be using alcohol and/or illegal drugs in any quantity may be subject to discipline up to and including dismissal at the City's sole discretion; provided, however, that, for a first offense, voluntary self-referral and compliance with a rehabilitation program shall be considered as mitigating circumstances, and the employee shall not be disciplined for the drug/alcohol abuse so long as he complies with the program and has no further offenses.

Refusal to submit to a drug test, or intentional or willful adulteration of, or switching a urine sample shall be sufficient and just cause for discipline up to and including dismissal at the City's sole discretion.

This policy, and the fact that an employee may have been under the influence of alcohol or drugs, shall not be used as a defense to, and shall not prevent the City from disciplining an employee for conduct which is otherwise grounds for discipline, even for a first offense.

45.10 Right of Appeal

An employee disciplined as a result of a drug test has the right to challenge the results of such drug test through the Grievance Procedure provided in this Agreement; however, the Employee shall have the burden of proving that the test results on which the City relied on were clearly in error.

45.11 Voluntary Participation in a Treatment Program

Employees who may be alcohol and/or drug dependent are encouraged to voluntarily seek professional assistance through a treatment and rehabilitation program and the Employee's Assistance Program (EAP). Voluntary assistance should be sought before the alcohol and/or drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in the program is voluntary and strictly confidential. The Employer shall not have access to the program's files and records. However, the Employer shall be advised when an employee is hospitalized or is an out patient as part of alcohol or drug dependency rehabilitation.

Also, upon written request and consent of the participating employees, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized abuse program monitored by the EAP and may be required to undergo three (3) random urine tests within a one (1) year period starting from the date of return to duty.

If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs or abuses alcohol, the Employer shall have the sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment or shall be immediately discharged.

Illegal drug use or alcohol abuse or participation in any substance abuse rehabilitation program will not preclude disciplinary action against employees for any law or rule violation or for a failure of adequate job performance even though such may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

45.12 Right of Union Participation

At any time, the Union, upon request, will have the right to impact and observe any suspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of his information is authorized by the employee involved.

45.13 Conviction of Crime

Any employee convicted of the violation of a criminal drug statute must notify the Safety Director within five (5) days of the conviction.

ARTICLE 46. SICK LEAVE DONATION

46.01 The City is willing to consider individual requests for sick leave pooling because of demonstrated personal hardship. It must be understood that the granting or denial of the request is solely at the reasonable discretion of the City and is not arbitrable. Should the City determine to discontinue the program for any individual or to limit it as it deems appropriate, that decision may be grieved but is not arbitrable. Those members who wish to donate sick leave must maintain a balance of at least three (3) weeks of sick leave after the donation. Current balances of donee's vacation, compensatory time, and bonus vacation time must be disclosed to all donors prior to the donation. Under no circumstances will a member receive donated sick time until his/her sick bank is fully depleted.

ARTICLE 47. SAVINGS CLAUSE

47.01 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a federal or state court or governmental agency, that portion shall be deemed severable from the remainder of the Agreement and all such other

remaining parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 48. DURATION OF AGREEMENT

48.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union. This Agreement shall become effective upon ratification and shall remain in full force and effect until December 31, 2023.

ARTICLE 49. EXECUTION

49.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2021.

FOR THE UNION

FOR THE CITY OF PARMA

